

1 MICHAEL COSENTINO, ESQ., State Bar No. 83253  
2 Attorney at Law  
3 P.O. Box 129  
4 Alameda, CA 94501  
5 Telephone: (510) 523-4702

6 Attorney for Plaintiff  
7 United States of America

8  
9  
10 IN THE UNITED STATES DISTRICT COURT  
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 CV 08 Case No. 3091

15 v.  
16 THINH Q. LE,  
17 aka THINH QUOZ LE,  
18 aka PETER QUOC LE,

19 Defendant(s).  
20

21 COMPLAINT  
(Student Loan\Debt Collection Case)

22 Plaintiff, through its attorney, alleges:

23 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section  
24 1345.

2. Defendant resides in the Northern District of California.

3. Defendant owes plaintiff \$8,306.08, plus additional interest according to the

25 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

26 WHEREFORE, plaintiff demands judgment against defendant for the sum of  
27 \$8,306.08, additional interest to the date of judgment, attorney's fees in the amount of  
28 33.33% of the debt, and court costs.

Date: June 23, 2008

  
29 LAW OFFICE OF MICHAEL COSENTINO  
30 By: MICHAEL COSENTINO  
31 Attorney for the Plaintiff  
32 United States of America

U.S. DEPARTMENT OF EDUCATION

**CERTIFICATE OF INDEBTEDNESS  
SAN FRANCISCO, CALIFORNIA**

Name: Thinh Q. Le  
AKA: Thinh Quoz Le  
Address: 160 E. 14th St. # 5  
Oakland, CA 94612  
SSN : 2159

Total debt due United States as of: 05/28/97 \$13,917.58

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$8,306.08 from 05/28/97 at the annual rate of 9%. Interest accrues on the principal amount of this debt at the rate of \$2.05 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 10/01/83, 08/17/84 & 02/11/86 the debtor executed promissory note(s) to secure loan(s) from Citibank ( New York State ), N.A. - Airport, NY & Citibank, ( N.Y.S. ) N.A. - Rochester, NY under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 11/09/88 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$806.31, thereby increasing the principal balance due to \$8,306.08.

After application of the last voluntary payment of \$0.00 which was received on NA the debtor now owes the following:

Principal: \$8,306.08  
Interest: \$5,611.50  
Administrative/Collection Costs: \$0.00  
Penalties: \$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

4/5/97  
(Date)

James Keween  
Loan Analyst

## EXHIBIT A